

# INTRODUCTION

## 1. INTRODUCTION

The State of Nebraska, Department of Administrative Services is issuing this Request for Proposal, Service Contract Award (SCA) # SCA-0207 for the purpose of selecting a qualified entity to assume the position of a “prime contractor” for implementation of a statewide telecommunications network. This network will be called NETCOM, which stands for Nebraska Telecommunications.

A contract resulting from this RFP will be issued for a period of five (5) years effective December, 2001 through December, 2006, with the option to renew for five additional one year periods as mutually agreed upon by all parties.

In this RFP, the State shall be interpreted to mean the State of Nebraska Department of Administrative Services, Division of Communications. Communities of Interest shall be interpreted to include entities such as Nebraska’s K-12 schools, post-secondary educational institutions, libraries and local, state, tribal and federal government entities. Sections 4.1, 4.2 and 4.3 describe in detail the participants in this network. Vendor shall be interpreted as the firm or firms that propose to supply the services described in this RFP. It is the State’s intention that the selected vendor will act as the prime contractor for this procurement.

### 1.1 RFP OBJECTIVES

Nebraska statute 86-1521 states:

“It is the intent of the State of Nebraska to support the development of a unified statewide telecommunications infrastructure. The statewide telecommunications infrastructure will be scalable, reliable, and efficient.”

To support that Legislative intent, the Nebraska Information Technology Commission (NITC) has established specific goals related to the State’s investments in telecommunications. The first goal states that the Commission will:

Support the development of a unified statewide telecommunications infrastructure that is scalable, reliable and efficient so as to:

- Improve government efficiency and effectiveness;
- Expand citizen access to government information;
- Broaden educational opportunities to include expanded access to lifelong educational and training opportunities so that Nebraska’s citizens and workforce can prosper in the emerging information society; and
- Enhance services to Nebraska communities and citizens.

The second goal states that the Commission will:

Coordinate the state's investment in telecommunications infrastructure so as to:

- Develop new ways to aggregate demand, reduce costs, and create support networks; and
- Encourage collaboration between communities of interest.

The Technical Panel of the NITC established a Network Architecture Workgroup for the purpose of achieving these goals as they related to the statewide network. The Network Architecture Workgroup established the following goals for a statewide transport network.

- Prepare for E-Government and Increased Services
- Aggregate Resources and improve collaboration
- Improve Information technology for the future by acquiring planning processes
- Identify gaps in management and training while identifying a sound and useful infrastructure for Nebraska's future
- To reduce voice, data and video communication costs of state government
- To position the state to take advantage of rapidly emerging communications technologies
- To provide an information infrastructure to support governmental, educational and economic development initiatives throughout the state
- To establish opportunities for use by other government, education, political subdivision and non-profit units
- To efficiently leverage the State's purchasing power to create economic development incentives for rural and disadvantaged users
- To reduce the rate disparity for network and service access throughout the state

To meet the goals identified, the NITC has endorsed the recommendation of the initial Telecommunications Infrastructure Needs Assessment (TINA) Advisory Committee, and subsequently the Network Architecture Workgroup, that the State move forward on pursuing the "prime contractor" alternative for implementation of a statewide enterprise telecommunications network.

The prime contractor concept is defined as the State contracting to lease transport services under a competitive procurement from a single statewide prime telecommunications service provider. This service provider will offer these transport telecommunications services to all levels of state and local government, including K-12, post-secondary and higher education. Service Level Agreements (SLA) and performance parameters such as Quality of Service (QoS), circuit availability, and lead times for service implementation, among others, will be defined. The prime contractor will be expected to provide end-to-end services through subcontracting or joint ventures with the incumbent local exchange carriers (ILEC), competitive local exchange carriers (CLEC), Interexchange carriers (IXC), and any other telecommunications service providers as allowed by law. These services will be offered at a uniform postalized rate, with the prime contractor having the responsibility for averaging costs among its

subcontractors/partners. It is the intent of the participants in this network to use these transport services for the provisioning of advanced services such as data, video distribution, video conferencing, distance learning and Internet access.

This scenario enables the local exchange carriers (LEC), Interexchange carriers (IXC), Internet service providers (ISP), as well as other telecommunications providers the opportunity to provision for the full range of needed services and be capable of offering services locally to the residents and business interests in each community.

The Network Architecture Workgroup has committed to assisting with the implementation of this plan. The Workgroup's continued monitoring of the process to implement this plan will include periodic analysis of direction and monitoring of the process to ensure the continued integrity of the State network.

This RFP deals with telecommunications transport services only. However, as the NITC Technical Panel sets additional network standards for State government, it is the intent of the State of Nebraska to issue policies and possibly RFP's through the various levels of network support to include specific services (i.e., video conferencing, ISP services, etc), as well as investigating bandwidth on demand scenarios.

## **1.2 PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the Department of Administrative Services. The point of contact for the procurement is as follows:

Ruth Gray  
Department of Administrative Systems Materiel Division  
P.O. Box 94847  
301 Centennial Mall South  
Lincoln, Nebraska 68509-4847  
Telephone: 402-471-0974  
Facsimile: 402-471-2089

## **1.3 DIVISION OF COMMUNICATIONS ORGANIZATION**

State statute 81-1120 gives the responsibility for procurement of Telecommunications services for State government in Nebraska to the Department of Administrative Services Division of Communications. Additionally, 81-1120.17 gives the Division of Communications the authority to enter into agreements for communications services on behalf of political subdivisions of state government. In this RFP, those political subdivisions are referred to as communities of interest. Therefore, the Contractor will work closely with the State's Project Director, Brenda L. Decker, in clarification, performance and acceptance of deliverables. In addition, the Network Architecture Workgroup will monitor and coordinate the project and receive monthly project briefings

from the Contractor. The State reserves the right to approve, reject or ask for clarification of deliverables throughout the project.

# PROCUREMENT PROCEDURES

## 2. PROCUREMENT PROCEDURES

This section contains solicitation procedures, procurement information, general proposal format requirements and proposal submission instructions.

### 2.1 GENERAL INFORMATION

The Request for Proposal is designed to elicit proposals from qualified contractors who will be responsible for providing the State of Nebraska a catalog of services (as defined in Section 5.2.4) at competitive, postalized and reasonable costs. For the purposes of this RFP, a qualified contractor is an organization or company that is legally authorized to offer telecommunications services in the State of Nebraska as defined by the Nebraska Public Service Commission. Proposals that do not conform to the mandatory items provided in Section 2.10.6 will not be considered. Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

It is anticipated that a contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### 2.2 SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY	DATE/TIME
Release request for proposal	4/30/2001
Last day to submit written questions to Division of Communications (questions need to be submitted <b>electronically to bdecker@doc.state.ne.us</b> )	5/14/01 <b>no later than 5 p.m. CST</b>
<b>Mandatory pre-proposal conference</b> held at the Nebraska Center for Continuing Education (33rd & Holdrege St.), the Columbus Room, Lincoln, Nebraska, <b>1:30 p.m.</b> (Parking is available north of the building)	05/18/2001
State responds to written questions through request for proposal addendum	05/31/2001

Proposal opening held in the DAS Materiel Division conference room at 301 Centennial Mall South, Lincoln, Nebraska	7/16/2001
Finalists announced	7/27/2001
Oral Presentations and Interviews by Finalists Start	7/30/2001
Issue letter of intent to contract and begin negotiations of Best and Final Offer	8/20/2001
Contract Award	11/01/2001
Network Implementation begins	No later than December 31, 2001

### **2.3 COMMUNICATION WITH STATE STAFF**

From the date the Request for Proposal is issued until a determination is made and announced regarding the selection of the contractor, contact between potential contractors and individuals employed by the State is restricted only to written communication with the staff designated specifically to this Request for Proposal.

Once a contractor is selected, that contractor is restricted from communicating with State staff regarding this project until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

Violations of these conditions may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Selection Committee is empowered to make binding statements regarding this RFP.

The following exceptions to these restrictions are permitted:

- written communication with the State Purchasing Bureau staff designated specifically to this RFP or procurement;
- those contacts made pursuant to any pre-existing obligation;
- State staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
- State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize of contract.

Department of Administrative Services Materiel Division will issue any clarifications or opinions regarding this RFP in writing.

### **2.4 WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted via e-mail to bdecker@doc.state.ne.us clearly marked "SCA-0207 Questions." The State assumes no liability for assuring

accurate or complete transmission or receipt. All correspondence must include the Service Contract Award (SCA-0207) number. Written answers will be provided through an addendum on or before the date shown in the Schedule of Events.

## **2.5 MANDATORY PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on the date, time and location specified in the Schedule of Events. Contractors will have an opportunity to ask questions at the conference and the State will make every reasonable attempt to answer those questions before the end of the conference. Oral responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska. Contractors attending the pre-proposal meeting may submit further questions in addition to those submitted prior to the Request for Proposal deadline, but only if written out and given to the State representative at the close of the pre-proposal meeting. The State will then respond to all written questions through an addendum to be electronically e-mailed to contractors.

Attendance at the pre-proposal conference is mandatory in order to submit a proposal.

## **2.6 ORAL PRESENTATIONS AND INTERVIEWS**

The Evaluation Committee (as defined in section 2.10.5) may require oral presentations and interviews in order to determine the successful contractor after the completion of the Technical and Cost Proposal evaluation. All contractors that submitted bids may not have an opportunity to present and/or demonstrate. The scores from the oral presentations and interviews will be added to the scores from the Technical and Cost Proposals to determine the final award. Contractors' key personnel will be required to participate in a structured presentation to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, their expertise and their management style. Contractors shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting contractor will be permitted to attend the oral presentations and interviews.

Once the oral presentations and interviews have been completed the State reserves the right to make a contract award without any further discussion with the potential contractors regarding the proposals received.

Detailed notes of presentations and interviews will be recorded and supplemental information (such as briefing charts, et cetera) shall be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral presentations and/or interviews shall be borne entirely by the contractor and will not be compensated by the State.

## **2.7 STATE USE OF PROPOSAL IDEAS**

The State reserves the right to use any and all ideas presented in any proposal that is received in response to this RFP unless the Vendor shows such ideas as proprietary in their proposal. Selection or rejection of any proposal does not affect this right. In no event will an objection be considered valid with respect to the use of such ideas that are not the proprietary information of the Vendor and so designated in the proposal; or which were known to the State before submission of such proposal; or properly became known to the State thereafter through other sources or through acceptance of any proposal.

## **2.8 DISCLOSURE OF DATA**

The proposal submitted in response to the RFP may contain copyright and/or patent-related data which the contractor or its subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The State agrees to restrict the use and disclosure of such technical data to the extent allowed by law, provided that the data is clearly marked as "Trade Secret" and submitted in a sealed envelope, and provided further that the contractor can make any showing required under Nebraska Revised Statutes 84-712.05(3). If a contract is awarded to the contractor, the State shall have the right to use or disclose the technical data to the extent otherwise provided in the contract or by law. The State does not assume liability for the use of data, whether marked or not.

## **2.9 COST OF PROPOSAL PREPARATION**

The State shall not incur any liability for any costs incurred by contractors in replying to this Request for Proposal or in the interviews and oral presentations.

## **2.10 PROPOSALS**

Following is a description of requirements related to proposal submission, proposal handling, and review by the State.

### **2.10.1 SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original and ten (10) copies of the entire proposal should be submitted by the proposal due date and time. Proposals must reference the Service Contract Award number and be sent to the specified address. Please note that the address label must appear as specified on the face of each container. The State accepts no responsibility for mislabeled/missent mail.

Proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (402)



471-0974 should be used. The SCA number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals must be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical and Cost Proposals shall be packaged separately. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

### **2.10.2 PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding organizations announced on the date, time and location specified in the Schedule of Events.

### **2.10.3 REJECTIONS OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the contractors competitive position. All awards will be made in a manner deemed in the best interest of the State. It is understood that all proposals, whether rejected or not, shall become the property of the State of Nebraska.

### **2.10.4 PROPOSAL EVALUATION**

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The evaluation process must comply with the terms and conditions, for competitive proposals. The criteria for determining the responsiveness level of each contractor shall include but not be limited to:

1. The ability, capacity and skill of the contractor to deliver and implement the system, as demonstrated in the implementation plan submitted with the proposal, that meets the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor;
3. Whether the contractor can perform the contract within the specified time frame;
4. The quality of contractor performance on prior contracts;
5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
6. Cost.

#### **2.10.5 EVALUATION COMMITTEE**

Members of the Evaluation Committee will independently evaluate proposals. This committee will consist of members of the Network Architecture Workgroup with the appropriate expertise to conduct such proposal evaluations. Names of the Evaluation Committee and any working documents will not become public information. The State reserves the right to share with any third party the RFP and resultant proposals to secure expert opinion.

Contractors are advised that only members of the Evaluation Committee, meeting in their official capacity, can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal.

#### **2.10.6 MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach;
5. Cost Proposal.

#### **2.10.7 REFERENCE CHECKS**

Information to be requested and evaluated from each reference includes project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy,

problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual.

The State reserves the right to check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects.

#### **2.10.8 WEIGHTS AND SCORING**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary;
2. Corporate Overview;
3. Technical Approach;
4. Project Cost;
5. Implementation Plan;
6. References; and
7. Oral Presentations and Interviews.

Scores from items 1 through 5 will be used to determine finalist contractors who may then be invited to participate in the oral presentations and interviews.

# **RIGHTS OF STATE GOVERNMENT**

## **3. RIGHTS OF STATE GOVERNMENT**

The State may make such investigations as deemed necessary to determine the ability of the Contractor to perform the service specified. The State reserves the right to reject any proposal if the evidence submitted by or the investigation of, the Contractor fails to satisfy the State that the Contractor is properly qualified to carry out the obligations of the contract. In determining the capabilities of the Contractor to perform the services specified herein, the following informational requirements must be met by the Contractor and will be weighted by the State. (NOTE: Each item must be thoroughly addressed. Taking exception to any requirement listed in this Section may disqualify the proposal):

### **3.1 CONTRACTOR IDENTIFICATION AND INFORMATION**

The contractor must provide the full company or corporate name; address of the company's headquarters; entity organization (corporation, partnership, proprietorship); state in which the contractor is incorporated or otherwise organized to do business; year in which the contractor first organized to do business and whether the name and form of organization has changed in the interim; and Federal Employer Identification Number.

### **3.2 FINANCIAL STATEMENTS**

The contractor must provide financial statements applicable to the firm. If publicly held, the contractor must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or warrant that no such condition is known to exist.

### **3.3 CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor must describe the circumstances of such change and indicate when the change will likely occur.

### **3.4 OFFICE LOCATION**

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

### **3.5 RELATIONSHIP WITH THE STATE**

The contractor shall describe any relationships it may have had with the State of Nebraska over the last twenty-four (24) months.

### **3.6 PRIOR AND EXISTING CONTRACTS**

If the organization, its predecessor, or any party named in the contractor's proposal response to the RFP has contracted with the State, the contractor shall identify the contracts and/or any information available to identify such contracts. If no such contracts exist, so declare.

### **3.7 CONTRACTOR'S EMPLOYEE RELATIONS TO STATE**

If any party named in the contractor's proposal response to the RFP is or was an employee of the State of Nebraska within the past twenty-four (24) months, identify the individual(s) by name, social security number, state agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor is a subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, an position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this procurement. If no such relationship exists, so declare.

### **3.8 CONTRACT PERFORMANCE**

If the contractor or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor, or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all terminations for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the contractor's position on

the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default have been experienced by the contractor in the past five (5) years, so declare.

If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

### **3.9 CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

In this section, the contractor shall provide corporate details related to the proposed contract, including relevant experience.

### **3.10 SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

The contractor shall provide a summary which lists the contractor's previous projects similar to the RFP in size, scope and complexity. The contractors must address the areas listed below. Contractors must also provide narrative descriptions of a minimum of three projects to highlight similarities between their experience and the RFP. Contractor and subcontractor(s) experience must be listed separately. The contractor must identify projects with information regarding the following areas:

- Company name, location where services were provided;
- Customer contact persons with telephone numbers;
- Complete description of the project, including dates of project;
- Techniques and methodologies the Contractor has used in providing the services requested;
- Deliverables produced;
- Formats used for deliverables;
- Method used to communicate with customer on project status;
- Expertise areas of staff assigned to each project; and
- Timelines for deliverables.

# PARTICIPANTS NETWORK ENVIRONMENT

## 4.0 PARTICIPANTS NETWORK ENVIRONMENT

State Statute 81-1120.17 states that the Division of Communications shall have the duty, power and responsibility to coordinate the purchase, lease and use of communications services equipment and facilities for state government; as well as advise departments and agencies of the state and political subdivisions thereof as to systems or methods to be used to meet requirements efficiently and effectively. It is the authority granted by this statute that is the basis of this RFP.

### 4.1 CURRENT NETWORK BANDWIDTH STUDY

The following represents the State's efforts in creating a current state wide telecommunications inventory via a bandwidth study encompassing those entities of the State that are committed as members of the "anchor tenant" group. The entities denoted in **bold and shaded** are locations where State Agencies have sites for various telecommunications requirements throughout the State. These locations will be the anchor tenants in each of the ninety-three (93) counties in the State. These participants are state agencies, state colleges, etc. that are the primary responsibility of the Division of Communications.

### 4.2 ADDITIONAL PARTICIPANTS IN THE NETWORK

All other locations within the inventory, represent numerous entities that have expressed a desire to participate as potential users of the proposed network and are able to participate in this network under the State's statutory responsibility. These participants range from small K-12 schools up to the University of Nebraska System, encompassing the University of Nebraska-Lincoln, University of Nebraska-Omaha, University of Nebraska Medical Center, University of Nebraska-Kearney, Educational Service Units, Distance Learning Consortia, several Community Colleges, Libraries, Local Governmental Entities, and others. Also included are Private K-12's and Private/Independent Colleges/Universities that may be eligible to participate through other educational organizations. The inventory also includes inventory data related to Hospitals/Clinics that may be eligible to participate through other health related organizations.

### 4.3 PARTICIPANTS AVAILABLE TO THE PRIME OUTSIDE THE CONTRACT

There are others that have expressed interest in this project and have submitted bandwidth data. That information is contained in Attachment 4. This group, as well as others that have not submitted data, have an interest in aggregating and consolidating telecommunications services in their community outside of this contract. It would be up to the provider to pursue further activity with this group.

#### **4.4 STATE WIDE BANDWIDTH STUDY**

The following data is the bandwidth collected by the State in this project. Please refer to Section 4.1 for a description of the data that is bolded and shaded.



# **TRANSPORT SPECIFICATIONS**

## **5.1 OBJECTIVE**

The objective of this RFP is to identify a prime contractor or a consortium of network service providers (referred to as prime contractor in this RFP) that will build, operate and manage statewide transport network to consolidate the needs of Nebraska's State agencies, institutions of higher education, local governments, K-12 schools, healthcare institutions and libraries (referred to as the State in this RFP). The proposed system will aggregate the networking investments of the entire community of interest named above while improving the infrastructure and communications opportunities for all Nebraska citizens. The transport area of the State network is defined as including all facilities, both backbone and local access circuits, and switching equipment which will provide end-to-end connectivity to customer premise equipment (CPE) demarcation interfaces.

## **5.2 TECHNICAL REQUIREMENTS**

The State of Nebraska is cognizant of the growing demand for bandwidth. The State is interested in identifying a prime contractor that will meet the current and future telecommunications needs of eligible entities over the term of the contract. The successful prime contractor will provide a cost-effective, scaleable and flexible transport facility that will be able to meet the demands of all the network participants. The prime contractor will provide a detailed written description of the proposed network that clearly illustrates the proposed network concept is in full compliance with the functional, performance and capacity specifications contained herein.

### **5.2.1 WIDE AREA PHYSICAL TRANSPORT**

The State is not attempting to dictate the specific design philosophy, layout, or implementation, however the State requires that the prime contractor submit their best approach based on a combination of the prime contractor's network and the needs of the State. The State expects the prime contractor to bid a transport network that considers present, as well as future, state-of-the-art technologies such as SONET/ATM/FR/DWDM. The extent to which the network 'cloud' covers the geography of the State is important to the economic development goals of this RFP as defined in the NITC goals in section 1.1. The prime contractor will provide a network design to allow for continuous operation of the network by provisioning redundant/diverse paths as well as automatic protection network switching equipment.

The prime contractor will state the maximum capacity the initial design is capable of supporting. In addition, the prime contractor agrees to provide, on an ongoing quarterly basis, a utilization analysis that identifies the network facilities that are approaching maximum operational capacity. The network will be designed to provide continuous operational capacity expansion as the user

community networking requirements increase.

## **5.2.2 BACKBONE SERVICES**

The prime contractor will provide designs and identify the ability to implement a “carrier-class” Wide Area Network (WAN) backbone capable of supporting a wide range of network transports.

Carrier class is an industry-accepted term that applies to systems and equipment that achieve 99.999+% availability, are massively scalable, and contain an integrated administrative, maintenance and provision (OAM&P) structure. The prime contractor will define the physical location, layout or topology and capacity of the backbone trunks. The prime contractor will identify how they will handle growth of the backbone and ability to develop a non-disruptive migration strategy for future services, applications, technologies and manage the inherent traffic congestion.

The prime contractor will demonstrate a network capable of aggregating State defined area traffic into concentrator sites, using high bandwidth circuits to backhaul service from the sites providing Private Line, Frame Relay and ATM services. The prime contractor, as part of its design, will provide any redundant equipment and/or excess circuit capacity to supply a reliable network.

### **5.2.2.1 ATM CORE**

ATM core to consist of carrier-class high-speed platforms

Minimum deployment as in Attachment 1

Mesh requirements as in Attachment 1

Link speeds and bandwidth requirements to be determined by Prime Contractor

Class of Service (CoS) support must include CBR, RT-VBR, NRT-VBR, AND UBR

Must support frame relay network Interworking

Must support inverse multiplexing over ATM (IMA)

User network interface (UNI) must be ATM Forum (ATMF) Version 3.1

Must support ATM UNI port speeds: DS-1 (Unchannelized), DS-3, OC-3 and OC-12

It is anticipated that the ATM switches support the broadband Intercarrier interface (B-ICI)

### **5.2.2.2 FRAME RELAY SERVICES**

Must implement and enforce Committed Information Rate (CIR)

Must have zero CIR (Best Effort) category available

Must support multilink frame relay (MLFR-FRF.16)

It is anticipated that the frame relay service provider(s) agree the performance objectives as defined by the Frame Relay Forum in its document “Service Level Definitions Implementation Agreement” (FRF.13)

### **5.2.2.3 PRIVATE LINE SERVICES (MANDATORY)**

Digital:

DDS point-to-point at speeds: 2.4, 4.8, 9.6, and 56 kbps

DDS multipoint/multidrop speeds: 2.4, 4.8, 9.6, and 56 kbps

DS0 point-to-point at 64 kbps

DS-1 at full duplex signal rate of 1.536 mbps

DS-3 at full duplex signal rate of 44.736 mbps

Analog:

Point-to-point speeds: 2.4, 4.8, 9.6, and 19.2 kbps

Multipoint/multidrop speeds: 2.4, 4.8, and 9.6 kbps

SONET Private Line (Future Packet-Over-SONET [POS] Deployment)

DS-3c: 44.736 mbps

OC-3: 155.520 mbps

OC-3c: 155.520 mbps

OC-12: 622.080 mbps

OC-12c: 622.080 mbps

### **5.2.3 COUNTY MULTI-SERVICE CONCENTRATOR**

This section concerns itself with services required to aggregate the various services in a County, Town, or other large community of interest and transport them to the broadband core network.

The service is to be provided by the Prime Contractor and/or Sub Contractor(s). It is envisioned that a multi-protocol, multi-service concentrator will be located in the serving central office of a community or on the campus of a large governmental entity. The concentrator will terminate local access lines from the various users and combine these lines for transport over a wideband trunk to the Core Network. Required services of the concentrator will be specified as on the “trunk side” (towards the Core Network) and on the “local side” (towards the local subscribers). The concentrator is referred to in this RFP as a CoNAP, which means County Network Access Point.

See Attachment 2 (NETCOM Access Options)

#### **5.2.3.1 TRUNK SIDE REQUIREMENTS**

Trunk Speeds:

T-1, T-3, OC-3, and NXT1 VIA IMA

Frame Relay:

User to network interface (UNI) FRF.1.2

Multilink Frame Relay (MLFR—FRF.16

ATM:

User to network (UNI) Version 3.1

Inverse multiplexing over ATM (IMA)

#### **5.2.3.2 LOCAL SIDE REQUIREMENTS**

Line speeds:

DS-0, T-1, T-3, and OC-3

Frame Relay:

User to network interface (UNI) FRF.1.2

Multilink frame relay (MLFR—FRF.16)

ATM:

User to network interface (UNI) Version 3.1

Inverse multiplexing over ATM (IMA)

### **5.2.3.3 GROWTH**

Growth in bandwidth demand is expected to increase over the term of the contract with the possible implementation of new applications in the State, K12 and higher education such as but not limited to:

Digital State driver's licenses

Nebraska Information System (statewide ERP system)

Distance learning and video conferencing

Potential growth relative to non-initial participants of this proposal is unknown. The figures in section 4.4 are provided for the prime contractor in the design and sizing of the backbone network.

### **5.2.4 CATALOG OF SERVICES**

For purposes of this proposal, the State offers the following definition of “bundling” as it applies to the anticipated “postalized rates” within the prime contractor’s Catalog of Services:

“Bundling is the process of applying certain class of service (CoS) charges to basic transport services. For example: A category for a 56kbps Frame Relay Circuit would be defined and in addition the catalog would allow the user to choose a definite Committed Information Rate (CIR), presumably at a billable rate. Likewise, an ATM virtual circuit (VC) charge might be bundled with a class of service charge such as Constant Bit Rate (CBR).”

The prime contractor will develop bundled postalized rates to be published in its Catalog of Services. These rates will apply for any and all potential services within the State of Nebraska.

The State anticipates the prime contractor’s Catalog of Services will provide a list of service options from “best effort” to “state-of-the art” enhanced services for the various categories contained in the catalog.

Below are the broad categories of service classes the State expects to appear in the prime contractor’s Catalog of Services. The State anticipates further delineation of potential detailed service classes within these broader categories.

ATM, including Classes of Service such as CBR, RT-VBR, NRT-VBR, and UBR

Frame Relay Services, including CIR

Private Line Services, including:

Digital:

DDS Pt-to-Pt and multipoint/multidrop (2.4, 4.8, 9.6 and 56kbps)

DS0 Pt-to-Pt—64kbps

DS-1—Full duplex—1.536mbps

DS-3—Full duplex—44.736mbps

Analog:

Pt-to-Pt—2.4, 4.8, 9.6, and 19.2kbps

Multipoint/multidrop—2.4, 4.8, and 9.6kbps

SONET Private Line: Packet over SONET (POS)

DS-3c—44.736mbps

OC-3—155.520mbps

OC-3c—155.520mbps

OC-12—622.080mbps

OC-12c—622.080mbps

xDSL

## **5.3 MANAGEMENT**

With the implementation of a network capable of supporting and aggregating the needs of the State of Nebraska comes an implicit obligation for various levels of management of the assets bid. This section will describe the various management issues related to a consolidated transport network.

### **5.3.1 TECHNICAL MONITORING AND MANAGEMENT**

The Prime Contractor will:

- Define the objective of the overall monitoring and management process
- Establish information requirements to meet the established monitoring and management objectives

- Establish the objectives of all possible monitoring and management elements
- Establish element components and performance criteria
- Identify the combination of monitoring components that best meet the overall objectives

The monitoring plan must contain the following elements:

- Definition of program objectives and performance criteria (parameter values needed to guide management decisions)
- Detailed specifications for each monitoring variable, including data capturing locations and frequency, capturing procedures and quality assurance and control procedures
- Specification of the data management system and statistical tests that will be used to analyze the monitoring data
- Description of the expected performance of the initial design (i.e., response time, delay)
- Plan and timetable for analyzing data and assessing network performance

### **5.3.2 NETWORK OPERATION CENTER (NOC)**

The prime contractor will establish a State network operation center (NOC) supporting the State of Nebraska network. Personnel will staff the NOC during normal State business days, Monday through Friday from 8:00 a.m. to 6:00 p.m. Central Time, for administrative business. The NOC will provide 24x7 support for network monitoring, trouble reporting, and problem resolution. The NOC will serve as the State's single point of contact (SPOC) and provide direct support of the State's network for all circuit related issues including, but not limited to, installation, network monitoring, and trouble resolution.

The State's Core Management and Analysis Center (CoMAC) will interface and have access to the prime contractor's NOC. The prime contractor will allow the Nebraska Division of Communications (DOC) staff to monitor the State network performance, status of orders and trouble tickets. The prime contractor will provide appropriate software and services to access the information.

Prime contractors are requested to describe in detail their proposed NOC operation. In particular, proposals will address the following questions and issues:

- Identify and describe the NOC(s) which would be supporting the State of Nebraska
- Prime contractors will expound on the staffing, hours of operation, operator responsibilities, degree of proactive monitoring, and technical skill levels
- RFP responses will provide any statistics that indicate the time duration from the time of problem detection to the time of problem resolution
- Trouble ticket system will be identified and be capable of:
  - Sharing information on resolved problems with the customer
  - Allowing customer trouble ticket creation
  - Customer access to view trouble tickets

- The prime contractor will be expected to provide DOC staff training and documentation on requested NOC software interfaces as an integral part of the proposal.

Proposals submitted will describe the network monitoring performed by the NOC. The prime contractor will perform monitoring of the State's connection. The prime contractor may provide additional technical support or offer additional services.

#### **5.3.2.1 AUTOMATIC CIRCUIT TESTING**

The State requires the capability to automatically and continuously monitor all network connections. The prime contractor will propose its method(s) of determining that access circuits and the backbone network is operational. The prime contractor will fully describe its monitoring and reporting features including error reporting, analysis, network performance/reliability reports and how the operational integrity of the network will be maintained. The prime contractor will identify both hardware/software and personnel used. Proposals will identify what performance criteria are guiding the designs with justification for such recommendations. The prime contractor will not identify performance levels less than those being experienced on the State's existing networks. Products with self-diagnostics capabilities will be proposed for the transport network. Readily available hardware and software network elements will be utilized in the design and construction of the network transport. The prime contractor will specify what their network guarantees are, and the minimum service levels they are willing to provide.

#### **5.3.3 FAULT MANAGEMENT**

Fault management describes the procedures relative to routine maintenance, as well as repairs and disruptions on the network.

##### **5.3.3.1 MAINTENANCE PROCEDURES**

The prime contractor will establish a methodology for providing maintenance service (to be approved by the State) that will be defined to include, but not limited to, the following items:

- 24-hour trouble desk
- Trouble reporting forms
- Trouble reporting procedures
- Toll free telephone numbers for voice and facsimile
- E-mail addresses for appropriate personnel or reporting sites
- Maintenance organizational chart (showing supervision and key personnel)
- Escalation procedures

The completed list will include office and home telephone numbers and office e-mail address for all listed personnel.



The prime contractor will provide an explanation of the redundancy that is available and a detailed explanation or recommendation regarding the need for additional redundant, hot-standby, backup equipment for critical segments of the network. The information provided will fully describe the operation of network reliability, especially concerning seamless/automatic transfers of equipment and/or circuits from standby to operational status.

Repairs for any Severity 1 disruptions (as described in Section 5.3.3.2) will be started immediately on reporting, with restoration within four hours. Repairs for a Severity 2 disruption (as described in Section 5.3.3.2) will begin within four hours or next business day. Repair work will continue until service has been restored unless other arrangements have been made with the State.

#### **5.3.3.2 SEVERITY LEVELS**

Severity 1 shall be described as major disruptions to include: inoperable portions of the core sites and backbone circuits and/or the failure of one or more remote concentration center.

Severity 2 shall be described as minor disruptions to include: single site failures, monitoring/reporting subsystem, and/or feature problems, which do not affect system operability.

#### **5.3.4 PERFORMANCE MANAGEMENT**

Network capacity and performance management must be a functional part of the Prime Contractor's overall network management service offering. The prime contractor will monitor the networking systems performance and operations to ensure the network is meeting or exceeding the performance and operational Service Level Agreement (SLA) requirements as defined in 5.3.8. The prime contractor will provide real-time network monitoring tools and measurement results to the State. Performance management is focused on capturing and analyzing network component utilization data to provide a basis for network optimization and capacity planning. Monthly performance reports must be provided to the State for review. The prime contractor will describe how their service offerings will address each of the following elements of performance management desired by the State:

- Network Performance Assessment
- Network Capacity Analysis
- Performance and Traffic Reports
- Transport Outage Notification
- ATM/Frame Relay Throughput Assessment

- ATM/Frame Relay Outage Notification

### **5.3.5 CONFIGURATION MANAGEMENT**

Configuration management is the process within Network Operations responsible for maintaining a database of technical information on all network components and site connections to the NETCOM network infrastructure. The Prime Contractor must provide an inventory management system that includes documentation and diagrams of the NETCOM network. Elements of configuration management desired by the State that must be described by the prime contractor in their proposal include:

- CoreNAP Infrastructure Design
- CoNAP Infrastructure Design
- Network Planning and Engineering
- Network Installation and Administration
- Coordinate Partner-Provided Access Circuits
- ATM/Frame Relay Connection Design

### **5.3.6 SECURITY MANAGEMENT**

Network security management is the process within Network Operations that implements and enforces security policies and procedures to protect users of the network infrastructure from unauthorized access. The prime contractor will provide security methodologies to control unauthorized access to the State's network, as well as a system to report and investigate attempted and actual security intrusions. The Prime Contractor's on-going security management service and practice shall include internal security audits, verification testing, and monitoring to accommodate the security requirements of the NETCOM network. The Prime Contractor's response to this RFP shall identify and detail the industry security standards that will be implemented and how the implementation reflects what is understood to be industry best practices.

### **5.3.7 ADMINISTRATIVE MANAGEMENT**

Administrative Management is an ongoing function within Network Operations with two functions. The first is the monitoring and control of the cost of the network for both capital and operating expenses. This will include a requirement for an integrated order processing and tracking system into the State's current systems, and a web-based real time monitoring and tracking system with reporting capabilities. The bidder shall supply a means to electronically provide invoices, in addition to hard copies, that can be processed by the State system. The State desires this system to be based on EDI. The bidder shall work with the State to define the requirements and establish the processing system. Regular and web-based real-time monitoring and reporting requirements--aggregate and client/site--will need to be mutually defined and established. Responses to this RFP will:

- Describe the order processing and tracking systems to be used.
- Describe the electronic billing and integration systems to be used, as well as testing procedures to implement systems upon contract award.
- Describe the EDI system to be used for billing.

#### **5.3.7.1 OPERATIONS SUPPORT SERVICES TRAINING**

The prime contractor will be expected to provide DOC staff training and documentation on software interfaces to include but not limited to:

- Trouble ticket reporting
- System performance monitoring
- Order entry status
- Billing systems

Responses to the RFP will document training and education to be provided to State staff.

#### **5.3.7.2 SERVICE MAINTENANCE**

Maintenance of all circuits and network equipment will be included as part of the service. There will be no additional charges for maintenance. The prime contractor will submit service maintenance plans addressing specific plans for the State's network, including the prime contractor's plant and subcontractor arrangements for the maintenance/repair of the State's network.

#### **5.3.8 SERVICE LEVEL GUARANTEES**

The following performance specifications are to be considered service level guarantees. These are minimum acceptable performance requirements for the NETCOM transport function. The Prime Contractor's response to these requirements must be in the form of service level agreements, which are to include negotiable details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties. If there are unresolved issues related to non-performance between the non-State participants eligible under this contract, including those becoming participants in the future, and the prime contractor, the State of Nebraska, Division of Communications will be the arbitrator in such unresolved issues.

##### **5.3.8.1 SPECIFICATIONS**

###### Switches and Inter-switch Links

CoreNAP backbone circuit availability will be 99.996% or greater as measured over twelve consecutive months. A Node is unavailable when greater than 30% of its ports are unavailable.

Mean time to repair (MTTR) a failed CoreNAP backbone network element, measured over twelve consecutive months, will be two hours.

CoNAP aggregate trunk availability will be 99.925% or greater per trunk as measured over twelve consecutive months.

CoNAP Node (Multi-service Concentrator switch) availability will be 99.996% or greater as measured over 12 consecutive months. A Node is unavailable when greater than 30% of its ports are unavailable.

Mean time to repair (MTTR) a failed CoNAP network element, measured over twelve consecutive months, will be four hours.

#### Frame Relay

End-to-End Network Availability: 99.8%  
(Applies to the Core network--CoNAP to CoNAP)

End-to-End Network MTTR: 4 hours

Network Utilization: Less than 65% Avg  
(Applies to Inter-Switch trunks, Frame Relay or ATM)

Frame Transfer Delay: 70 ms Roundtrip  
(Determined by ICMP [PING] messages User endpoint-to--User endpoint)

#### ATM

End-to-End Network Availability: 99.8%  
(Applies to Core Network--CoNAP to CoNAP)

End-to-End Network MTTR: 4 hours

Network Utilization (VBR and CBR): Less than 65% Avg.  
(Applies to Inter-Switch Trunks)

The Prime Contractor must acknowledge that the above is a minimal set of assurances for a large production type network, and that future events may necessitate a renegotiation for further definitions. The prime contractor will identify the policies, network management system and the

reporting system used to isolate and correct faults to the State.

## **5.4 PROJECT MANAGEMENT**

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for both the prime contractor's organizations and the State/user organizations. The alignment will be part of the contract negotiation, however the prime contractor will respond to this RFP assuming the following responsibilities as defined in section 5.4.1 and 5.4.2. The prime contractor also will describe any standard processes it already has developed for other client projects of similar scope, which may be applied to the requirements of this RFP.

### **5.4.1 STATE/USER GENERAL RESPONSIBILITIES**

The State of Nebraska management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the prime contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the prime contractor's project management team to finalize and document areas of responsibility, personnel reporting relationships and administrative procedures
- Establish evaluation mechanisms by setting up procedures for day-to-day control of the project
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the NETCOM implementation process
- Provide on-site assistance on an as needed basis during the implementation phases of the project

The State of Nebraska management staff will assist the prime contractor in identifying eligible participants in the network as well as setting out guidelines with the prime contractor on how services will be ordered, moved, added or changed.

### **5.4.2 PRIME CONTRACTOR RESPONSIBILITIES**

The Prime Contractor is expected to coordinate and administer the requirements of the network that is proposed with all subcontractors and the participants. Sections 5.4.2.1 through 5.4.2.3 details the general responsibilities of the Prime Contractor.

#### **5.4.2.1 TECHNICAL PROPOSAL**

The prime contractor will maintain a project management office in Lincoln, NE during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and initial installation. Once the initial cutover is complete, fully operational and accepted, a local project management office is not required. At that point, daily business activities, such as maintenance and help desk may be supported remotely through the prime contractor's present facilities. The prime contractor will identify the location(s) of the facilities. The prime contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the State and to provide for rapid response in the event of a service disruption. The prime contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.

The prime contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the network offered is in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the prime contractor will explain in detail, with full engineering support data, the reasons why the proposed network meets the RFP requirements and should not be considered an exception. All assumptions will be clearly documented by the prime contractor.

#### **5.4.2.2 NETWORK DIAGRAMS**

The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationship of the various levels of network. The diagrams and drawings will identify, at a minimum, a block schematic at each distribution/interconnection point. [CoNAP, CoreNAP] i.e. FR/ATM switch. These network diagrams will be available to the State electronically in a format agreed upon by the contractor and the State to allow for import into various computer programs. The prime contractor will submit revised network diagrams to the State on a quarterly basis during the first twelve (12) months of the agreement and then semi-annually for the remaining months of the agreement. If changes occur more frequently, revised network diagrams will be submitted to the State by the prime contractor as requested by the State.

#### **5.4.2.3 EQUIPMENT DESCRIPTION**

The prime contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

### **5.4.3 IMPLEMENTATION PLAN**

The prime contractor will define the quality assurance of the project work. The prime contractor will demonstrate understanding of their responsibility for quality and define a comprehensive set of reasonable and effective practices for fulfilling those responsibilities. The prime contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with a plan for implementation of pricing mechanisms of this contract described in this RFP.

#### **5.4.3.1 CoreNAP (ATM CAPABILITY) DEPLOYMENT SCHEDULE**

The prime contractor will describe the process and present a detail schedule of deployment for the appropriate equipment, facilities, etc., in those CoreNAP locations that do not meet the designated requirements that support ATM service. The State expects the prime contractor to provide ATM service classes as defined in Section 5.2.1.1.1 in the following locations:

Grand Island, Nebraska  
Lincoln, Nebraska  
Norfolk, Nebraska  
North Platte, Nebraska  
Omaha, Nebraska  
Sidney, Nebraska

The prime contractor will meet the aforementioned requirements of ATM services within twelve months of the initial start of deployment, which shall commence by December 31, 2001.

#### **5.4.3.1 CoNAP (CONCENTRATOR) DEPLOYMENT SCHEDULE**

Simultaneous to the deployment associated with the CoreNAPs, the prime contractor will be responsible for deployment of concentrators in the county-designated locations, CoNAPs, as reflected in Attachment 3. The prime contractor will submit a detailed deployment schedule and define the process for the deployment of the concentrators.

The prime contractor will meet the requirements specified in Section 5.2.3 for the locations as identified in Attachment 3 and based on the data in Section 4.4. It will be the responsibility of the prime contractor to assure completion of deployment of all concentrators within twelve months of the initial start of deployment, which shall commence by December 31, 2001.

#### **5.4.3.2 DEPLOYMENT STATUS REPORTS**

The prime contractor's designated project manager will provide monthly reports of the status of the deployment schedules to the State's designated project manager.

#### **5.4.4 ACCEPTANCE**

The prime contractor will describe the plan and approach for accomplishing the work in enough detail to enable the State to ascertain the prime contractor's understanding of the effort to be accomplished. The State and the prime contractor will establish, as part of the contract negotiations, specific times to meet and discuss the project's status and acceptance of specifications. The prime contractor will indicate/identify any risks or constraints that might affect project schedules as well as suggestions for minimizing such risks.

#### **5.4.5 COST**

The prime contractor will clearly identify what is "bundled" with each offered service and be specific on what is not included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion.

##### **5.4.5.1 POSTALIZED RATES**

The State prefers "postalized" rates/rate averaging to equalize costs between high-density, technically developed urban areas and low-density, less technically developed rural areas. A postalized rate structure charges the same rates for the same services statewide regardless of serving distance and/or geographical area.

The State will consider alternative multi-tiered rate structure approaches. The prime contractor will understand that in the evaluation process, the alternative multi-tiered rate structure is less desirable, and therefore will receive fewer points than the postalized rate requested.

##### **5.4.5.2 NETWORK EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware. The State may provide all CPE, in which case the State may request collocation in the prime contractor or subcontractor's facilities.

##### **5.4.5.3 INSTALLATION COSTS**

A cost model will be provided with one-time installation/set-up cost. This cost for the circuit installation will include all one time costs associated with terminating the service to the demarcation point. The transport provider may be required to extend a circuit to another location on the customer premises. Include the fee schedule for extending a circuit.

##### **5.4.5.4 SOFTWARE, WARRANTY, AND MAINTENANCE COSTS**

Include overall itemized circuit costs associated with the software, warranty, or maintenance of



the provided circuits.

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the prime contractor's network. The software costs will include:

- Initial purchase and installation costs
- Use and licensing fees
- Software maintenance costs, including upgrades
- All other costs relative to the network such as acquiring and using the software for the life of the network
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet the changing needs of the network

#### **5.4.5.5 ACCESS AND BACKBONE CIRCUIT COSTS**

The prime contractor will provide a monthly all-inclusive cost for access and backbone. The costs for a bundled circuit will include all ancillary costs. Costs associated with additional features such as additional virtual circuits (VC's) or Constant Bit Rate (CBR) will be noted.

#### **5.4.5.6 EXISTING SERVICES COSTS**

The prime contractor will address in the proposal a plan to fold existing services into the NETCOM system. The State anticipates that this plan will address existing contracts and services identified in section 4 that are currently being provided by the prime contractor and/or subcontractors. It is the preference of the State that all existing contracts held by the prime contractor and/or any subcontractors will be given the most favored pricing. The prime contractor's plan should address whether or not the existing contracts held by the prime and/or the subcontractors will be immediately folded into the NETCOM system, for pricing, upon bid award.

#### **5.4.5.7 COST AND SERVICE REVIEWS DURING THE CONTRACT**

The State and the prime contractor will conduct a review of the contract every 18 months from the implementation date of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the prime to include new pricing elements. Changes in the industry related to regulation and/or pricing mechanisms may result in renegotiation of rates identified in the services offered by the prime contractor.

### **5.5 TERMS AND DEFINITIONS**

ANSI

American National Standards Institute

**ATM** Asynchronous Transfer Mode is a high-speed multiplexing and switching technique that uses fixed size of cells to support several types of traffic such as voice, data and video.

**ATM/Frame Relay Interworking** Functionally, this describes two Implementation Agreements (IAs) FRF.5 and FRF.8 developed and recommended by a vendor consortium—Frame Relay Forum. FRF.5—network interworking, e.g., frames-to-cells-to-frames is 2 frame relay devices using an ATM network for transport. FRF.8—“service” Interworking which is a protocol conversion function allowing a native frame relay device to communicate directly with a native ATM device.

### **ATM Core Switch**

**Service Categories are better known as CoS or Class of Service:**

**CBR** Constant Bit Rate has connection guarantees that are defined in terms of cell loss, end-to-end delay and bandwidth. Performs like a dedicated private line circuit of specific bandwidth. Uses: Full motion video, voice, and audio feeds.

**RT-VBR** Real Time Variable Bit Rate has the same parameters as CBR but not to the same degree. The application must be able to tolerate a small degree of cell loss. Uses: Compressed video and voice.

**NRT-VBR** Non-Real Time Variable Bit Rate provides loss, delay guarantees and burst tolerance but no bandwidth guarantees. Uses: Frame Relay, banking, and reservations.

**ABR** Available Bit Rate guarantees cell loss and bandwidth but does not provide delay specifications. Provides a feedback control mechanism to prevent congestion. Uses: Client server and certain TCP/IP applications.

**UBR** Unspecified Bit Rate is most appropriately described as “best effort” service with no QoS guarantees. Cells are carried in any available excess bandwidth and can be discarded during periods of congestion. Uses: Email transfer, faxes, news feeds, and LAN interconnectivity.

**CRS** Cell Relay Service is simply relaying customer cells through the network without regard to content, connection characteristics, or service guarantees. This is the initial ATM class of service offered in most ATM networks, today. Most of the complexity resides in the customer end device, e.g., router.

**PVC** Permanent Virtual Circuits, even though, essentially “switched” services in the

Frame Relay and ATM networks, are statically (read: permanently) mapped with the networks. In effect, the lines act like old private line point-to-point services (permanent portion). These lines and trunks are statistically multiplexed, and thus are “virtual”. Traffic from many users is passed on these lines or trunks on a contention basis. While there is permanent mapping between the two points, the actual circuit between them is temporal-virtual.

<b>BER</b>	Bit Error Rate is a unit of measurement equal to the number of bit writing errors in a given volume or area of storage medium.
<b>B-ICI</b>	Broadband Intercarrier Interface is recommended by the ATM Forum as a means to allow connectivity between ATM carriers. Essentially, it is a superset of the ITU-T’s Network Node Interface (NNI), but also provides a means to share call setup routing, the creation of VPIs and VCIs and, in some cases, the maintenance of QoS parameters and delay guarantees.
<b>Bundling</b>	Bundling is the process of applying certain class of service (CoS) charges to basic transport services.
<b>CCITT</b>	International Telegraph and Telephone Consultative Committee
<b>CIR</b>	Committed Information Rate is the bandwidth committed by the carrier for the port connection that is assigned to a permanent virtual circuit in a frame relay network.
<b>CoMAC</b>	State’s Core (Network) Management and Analysis Center
<b>CoNAP</b>	(County Network Access Point) Access Network
<b>IAD</b>	Integrated Access Devices (Concentrators) are now offered by many vendors. The fundamental function is to accept traffic from diverse sources (LANs, routers, codecs, etc.) and consolidate or groom this traffic for transport over a single facility. These concentrators have a “man-to-one” aspect. It is desired the “one” side provide flexibility on bandwidth capacity and protocol support, while on the “many” side the goal is port capacity and diversity of layers 1-3 connectivity. The State expects the devices to be provisioned by the local carriers at their central offices. For wire-based private lines, this will require ports that can act as digital signal cross-connects (DSX—See Definition, below).
<b>DS1 - DS3</b>	Digital Service 1 – 3 are specific speeds as defined in a digital hierarchy. These terms are sometimes mistakenly used interchangeably with T-1 and T-3. T-1 or

T-3 refers to a digital transmission system that operates at DS-1 or DS-3 rate. The term DS-0 is the basic element of DS-1, which is 64kbps.

<b>HDLC</b>	High-level Data Link Control is a logical link control protocol developed by ISO. Most LAN and other layer 2 protocols mimic this protocol.
<b>TLS</b>	Transparent LAN Service is a very high-speed digital service, usually in a metropolitan area and normally fiber based. In most cases it is T-3 or some fraction thereof. Interfaces to the customer can be LAN types (Ethernet, token ring, or FDDI) or serial such as HSSI. This service is currently offered in Omaha and Lincoln.
<b>(x)DSL</b>	Digital Subscriber Line is the latest effort of the local telecommunications providers to include the existing twisted-pair infrastructure in their next generation broadband access networks. Generally preceded by an "x" to denote the fact that many versions are working their way through the standardization process. It is considered broadband because it operates above the speeds available through standardized analog modems, e.g. V90 at 56kbps. Currently offered in some exchanges within the State, most of which are larger population areas.
<b>Contractor</b>	Successful prime contractor who is awarded a contract
<b>CoreNAP</b>	Core Network Access Point
<b>CoS</b>	Class of Service
<b>CPE</b>	Customer premise equipment is the equipment at the customer's premises that connects with a carrier's communication network, such as terminals and inside wiring.
<b>DACS</b>	Digital Access Cross Connect System.
<b>dB</b>	Decibel
<b>DDR</b>	Data Delivery Ratio
<b>Demarc</b>	Demarcation point between the provider's network and the end point CPE
<b>DSU/CSU</b>	Data Service Unit/Channel Service Unit
<b>DSX</b>	Digital Signal Cross-Connect is a manual cross-connect system for terminating

and routing twisted pair digital loop. Recently, vendors have been using the terminology to denote the capability of their equipment to interface directly with loop technology, e.g., T-carrier and its sub rates. This is an important feature on an access device located in a central office rather than the customer premise.

<b>EDI</b>	Electronic Data Interchange
<b>EIA</b>	Electronic Industries Association
<b>FCC</b>	Federal Communications Commission
<b>FDR</b>	Frame Delay Ratio
<b>FR</b>	Frame Relay
<b>FTD</b>	Frame Transfer Delay
<b>FRF</b>	Frame Relay Forum
<b>FT1</b>	Fractional T1
<b>IEEE</b>	Institute of Electrical and Electronic Engineers
<b>IP</b>	Internet Protocol.
<b>ISO</b>	International Standards Organization
<b>ITU</b>	International Telecommunications Union
<b>Kbps</b>	Kilobits per second
<b>LAN</b>	Local Area Network is a system which connects two or more computers to allow shared resources and communication in a relatively limited environment
<b>LEC</b>	Local Exchange Carrier
<b>Mbps</b>	Megabits per second
<b>MCU</b>	Multipoint Control Unit
<b>MCS</b>	Multipoint Conferencing Server

<b>MHz</b>	Megahertz
<b>MTBF</b>	Mean Time Before Failure refers to an engineering estimate of how long a device, such as a hard drive, will last before requiring maintenance.
<b>MTTR</b>	Mean Time to Repair
<b>NAP</b>	Network Access Point
<b>NITC</b>	Nebraska Information and Technology Commission
<b>NNI</b>	Network Node Interface is a standard created by the ITU to standardize signaling and call setup on broadband ISDN network—devolving to ATM. Unlike the B-ICI, the NNI is designed to operate between switches in a single carrier's network. Future extensions to the NNI will address quality issues between networks.
<b>NOC</b>	Prime Contractor's Network Operation Center
<b>NRT-VBR</b>	Non Real Time-Variable Bit Rate
<b>NTP</b>	Notice to Proceed
<b>PER</b>	Packet Error Rate
<b>POP</b>	Point of Presence
<b>POS</b>	Packet Over SONET
<b>Prime contractor(s)</b>	Any legal entity (ies) or company (ies) that have submitted a proposal for this RFP
<b>PSC</b>	Public Service Commission (of Nebraska)
<b>QoS</b>	Quality of Service
<b>RFP</b>	Request for Proposals
<b>RT-VBR</b>	Real Time-Variable Bit Rate
<b>SLA</b>	Service Level Agreement

<b>SONET</b>	Synchronous Optical Network is the second-generation digital transport system. Scaling from OC1-51.84 million bits per second – to OC192-10 billion bits per second-, the system is literally error-free due to its fiber carriage. It is also ultimately flexible due to its synchronous nature and it is imminently maintainable due to its OAM (Operations, Administration, and Maintenance) features.
<b>SPOC</b>	Single Point of Contact
<b>State</b>	State of Nebraska, Division of Communications and major participants
<b>T1</b>	A circuit with a 1.544 mbps transmission rate.
<b>T3</b>	Circuit with 44.736 mbps transmission rate
<b>TCP/IP</b>	Transmission Control Protocol/Internet Protocol is different than transport layer protocol that defines segments as the unit of information passed across a network, thus providing the basis for reliable connections between computers. Internet protocol defines data grams as the unit of information passed across the network.
<b>TIA</b>	Telecommunications Industry Association
<b>UNI</b>	User-to-Network Interface—an implementation agreement that defines the procedures for the Interworking between the user equipment and the ATM node. In the proposed State network, the interface would be in effect between the Local Exchange Carrier's concentrator and the backbone carrier's ATM node. The specification is quite complex and concerns itself with cell relay transmissions, the relationship between higher layers and the ATM protocol layers as well as the physical layer—speeds, timing, and line coding.
<b>Vendor(s)</b>	Legal entity(s) or company(s) expecting to submit a proposal for this RFP
<b>WAN</b>	Wide Area Network, for this RFP the statewide Network

# **TERMS AND CONDITIONS**

## **6. TERMS AND CONDITIONS**

The terms and conditions stated herein are in addition to those stated in the “Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer” form and apply in like force to this Request for Proposal and any contract resulting therefrom. The contractor’s signature on the “Request for Proposal for Contractual Services” form is a guarantee of compliance with the provisions stated in this Request for Proposal.

### **6.1 GENERAL**

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. Any Request for Proposal Addenda, (Questions and Answers);
3. The Contractor’s Proposal;
4. Contract Award; and
5. Any Contract Amendments, in order of significance.

Once proposals are opened they become the property of the State of Nebraska and will not be returned. This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended. By submitting a proposal in response to this Request for Proposal, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor’s or subcontractor’s clients.

Contractors will be notified, in writing, once an award decision has been determined. Grievance and protest procedures are available by contacting Ruth Gray. The contractor must file all protests within ten (10) calendar days after the decision is made to award.

### **6.2 COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT**

The contractor must assure the State that it shall comply with the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended so that no person shall, on the grounds of age, creed, sex, disability, race or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program or activity supported by this contract.



The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 (P.L. 101-336), as amended, Section 504 and Section 508 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended are incorporated herein. Additionally, the State of Nebraska has implemented a Technology Access Clause which is available at <http://www.nitc.state.ne.us/tp/workgroups/assistivetechology/tacfinal.htm>.

The contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.

### **6.3 CLEAN AIR AND WATER ACTS**

The contractor shall comply with all applicable standards, orders and requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S.C. 1857(H)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15) and applicable requirements of OMB Circular A-102.

### **6.4 OWNERSHIP OF INFORMATION AND DATA**

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right of materials, supplies, and equipment necessary to execute this contract. The contract price shall without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any claims.

### **6.5 PERMITS AND REGULATIONS**

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract.

### **6.6 COOPERATION WITH OTHER CONTRACTORS**

The State may award supplemental contracts for work related to this Request for Proposal or any portion thereof. The State reserves the right to award the contract as a joint venture between two or more potential contractors, if such an arrangement is in the best interest of the State. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act that may interfere with the performance of work by any other contractor.

## **6.7 INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

## **6.8 CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in its proposal. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract without the prior written authorization of the State.

## **6.9 CONTRACTOR PERSONNEL**

The contractor shall warrant that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project. Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. Damages incurred by contractor's employees within the scope of their duties under this contract;
4. Maintaining workers' compensation and health insurance to the extent required by governing state law. Evidence of workers' compensation coverage must be submitted annually to the State; and
5. Determination of the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any approved insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

The contractor and its employees agree that there is no right of subrogation, contribution or indemnification against the State for any duty owed by the contractor or any judgment rendered against the contractor.

The contractor understands that the State is liable for its own actions only to the extent that there is a judgment under the State Tort Claims Act or Nebraska Workers' Compensation Act. The State does not assume liability for the actions of its contractors. The contractor agrees that it has no right to indemnification or contribution from the State for any judgments rendered against the contractor or the subcontractor.

#### **6.10 STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The contractor shall not knowingly recruit or employ any State professional or technical personnel who has worked on the project, or who has had any influence on decisions affecting the project for two years following the completion of the services provided pursuant to the contract.

#### **6.11 CONFLICT OF INTEREST**

Prior to award of any contract, the contractor shall certify in writing, if requested by the State, that no relationship exists between the contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The contractor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The contractor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

#### **6.12 PROPOSAL PREPARATION COSTS**

As stated in Section 2.9, the State shall not incur any liability for any costs incurred by contractors in replying to this Request for Proposal or in the demonstrations and oral presentations.

#### **6.13 ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this Request for Proposal and contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

#### **6.14 BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

#### **6.15 ASSIGNMENT BY THE STATE**

The rights of the State under this contract shall be assignable to any other agency of the State with prior notice to and the consent of the contractor. The contractor shall not unreasonably withhold its consent.

#### **6.16 ASSIGNMENT BY THE CONTRACTOR**

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

#### **6.17 DEVIATIONS FROM THE CONTRACT**

The requirements contained in the Request for Proposal are a part of the terms and conditions of this contract. Any deviations from the Request for Proposal must be clearly defined by the contractor in its proposal, and if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements.

The contractor will clearly identify any exceptions to the terms and conditions in the proposal. The contractor's exceptions will be explicitly identified by section number, and will include an explanation as to why the contractor has the exception, and a statement

identifying what terms and conditions the contractor would find to be acceptable. Any term or condition not explicitly listed as an exception by the contractor will be considered acceptable by the contractor. If no exceptions to the terms and conditions are explicitly identified in the contractor's response, all terms and conditions included in this RFP are considered acceptable to the contractor.

#### **6.18 GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State regarding this Request for Proposal or any resultant contract shall be brought in the State administrative or judicial forums. The contractor must be in compliance with all Nebraska statutory and regulatory law.

#### **6.19 ATTORNEY'S FEES**

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

#### **6.20 ADVERTISING**

The contractor agrees not to refer to the contract award in commercial advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

#### **6.21 STATE PROPERTY**

The contractor shall be responsible for the proper care and custody of any State-owned property that is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear excepted.

#### **6.22 SITE RULES AND REGULATIONS**

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises.

#### **6.23 NOTIFICATION**

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery in person or upon delivery by Certified Mail, Return Receipt Requested. The contractor shall provide in its proposal the name, title and complete address of the contractor's designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

#### **6.24 EARLY TERMINATION**

The State may terminate the Contract, in whole or in part, for default or the lack of available funding. The State of Nebraska's obligation to pay amounts due for fiscal years following the next fiscal year are contingent upon legislative appropriation of funds for this Contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract with respect to those payments for succeeding fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

#### **6.25 DEFAULT BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

#### **6.26 ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected..

#### **6.27 PENALTY/LIQUIDATED DAMAGES**

In the event that the contractor fails to perform any substantial obligation under this contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

#### **6.28 PERFORMANCE BOND**

Not applicable for this RFP.

## **6.29 FORCE MAJEURE**

The contractor shall not be liable for any excess cost to the State if a failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to, acts of God, fire, strikes, epidemics and quarantine restriction. The contractor shall take all possible steps to recover from such occurrences and inform the State of status.

## **6.30 PROHIBITION AGAINST ADVANCE PAYMENT**

No compensation or payments of any kind will be made in advance of services actually performed and/or goods furnished.

## **6.31 PAYMENT**

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the State, the sum of the individual order amount. Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. Payments to the Prime Contractor will be made via ACH (Automated Clearing House). Once an intent to award is made to the prime contractor, a State of Nebraska ACH Enrollment form must be completed by the prime contractor to coincide with the time the contract is signed.

## **6.32 INVOICES**

Invoices for payments must be submitted by the contractor to the participant requesting the services. The Division of Communications, as well as other participants, will require the prime contractor to provide invoices and billing documentation in an electronic format in addition to paper copies. Additionally, the prime contractor will indicate their willingness and ability to accept payments electronically at their banks through an automated clearinghouse (ACH)

## **6.33 METHOD OF CHARGING**

The Contractor shall maintain documentation of all charges against the State pursuant to the Contract. All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other actions are resolved. All records shall be maintained in accordance with generally accepted accounting principles.

### **6.34 AUDIT REQUIREMENTS**

In addition to, and in no way in limitation of the obligation of the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception.

The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

### **6.35 TAXES**

The State is not required to pay taxes of any kind and assumes no liability as a result of this solicitation. Any property tax payable on the contractor's equipment that may be installed in a State-owned facility is the responsibility of the contractor.

### **6.36 INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

### **6.37 CHANGES IN SCOPE/CHANGE ORDERS**

The State may at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's project Director. (The State retains the right to employ the services of a third party to perform any change order(s)).

As soon as possible, but no more than ten (10) work days (or another mutually agreed upon time period for large scope change orders) after receiving the written change order, the contractor shall provide a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change order has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. Any statement of price increase shall be accompanied by sufficient documentation that shows the estimated increase is based solely on the change order rates included in the contractor's Cost Proposal, an allowance was considered for any increase or decrease in the cost of the contractor's performance of the remainder of the contract, and an allowance was considered for any economies to the



contractor resulting from the duplication or overlapping of similar work which has been or will be performed under the contract. The cost of analyzing the change order shall be separately identified from the cost associated with the implementation of the change order.

The State's project Director and the contractor shall determine in a timely manner as to the time, manner, price increase or decrease, and schedule of any change orders. Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

#### **6.38 HOLD HARMLESS**

The contractor agrees to hold the State harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

#### **6.39 CONFIDENTIALITY**

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

#### **6.40 SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

#### **6.41 PROPRIETARY INFORMATION**

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. Proprietary information must be submitted in separate package and clearly marked. Proprietary information is defined in statute (see Nebraska State Statute 84-712, et cetera).

#### **6.42 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this proposal, the contractor certifies, and in the case of a joint proposal, each party thereto certified as to its own organization, that in connection with this procurement:

a) The prices in this proposal have been arrived at independently, without consultation,

communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;

b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening in the case of an advertised procurement or prior to award; and

c) No attempt has been made or will be made by the contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:

He/she is the person in the contractor's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 1.a through 1.c above;

OR

He/she is not the person in the contractor's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 1.a through 1.c above.

## **6.43 PRICES**

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposed until the award of the contract.

Contractor represents and warrants that any or all prices for services, now or subsequently specified are as low as and no higher than prices which contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If during the term of this contract, contractor shall reduce any or all prices charged to any or all customers other than the State for the same or similar products or services specified herein, contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in this contract and all prices in addition, which contractor may charge under the terms of this contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing.

Contractor agrees to hold the State harmless from any such violation now and throughout the term of this agreement. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

#### **6.44 BEST AND FINAL OFFER**

The State reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, schedule, and price.

#### **6.45 ETHICS IN PUBLIC CONTRACTING**

No contractor shall pay, offer to pay, either directly or indirectly any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee. Contractor shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this contract.

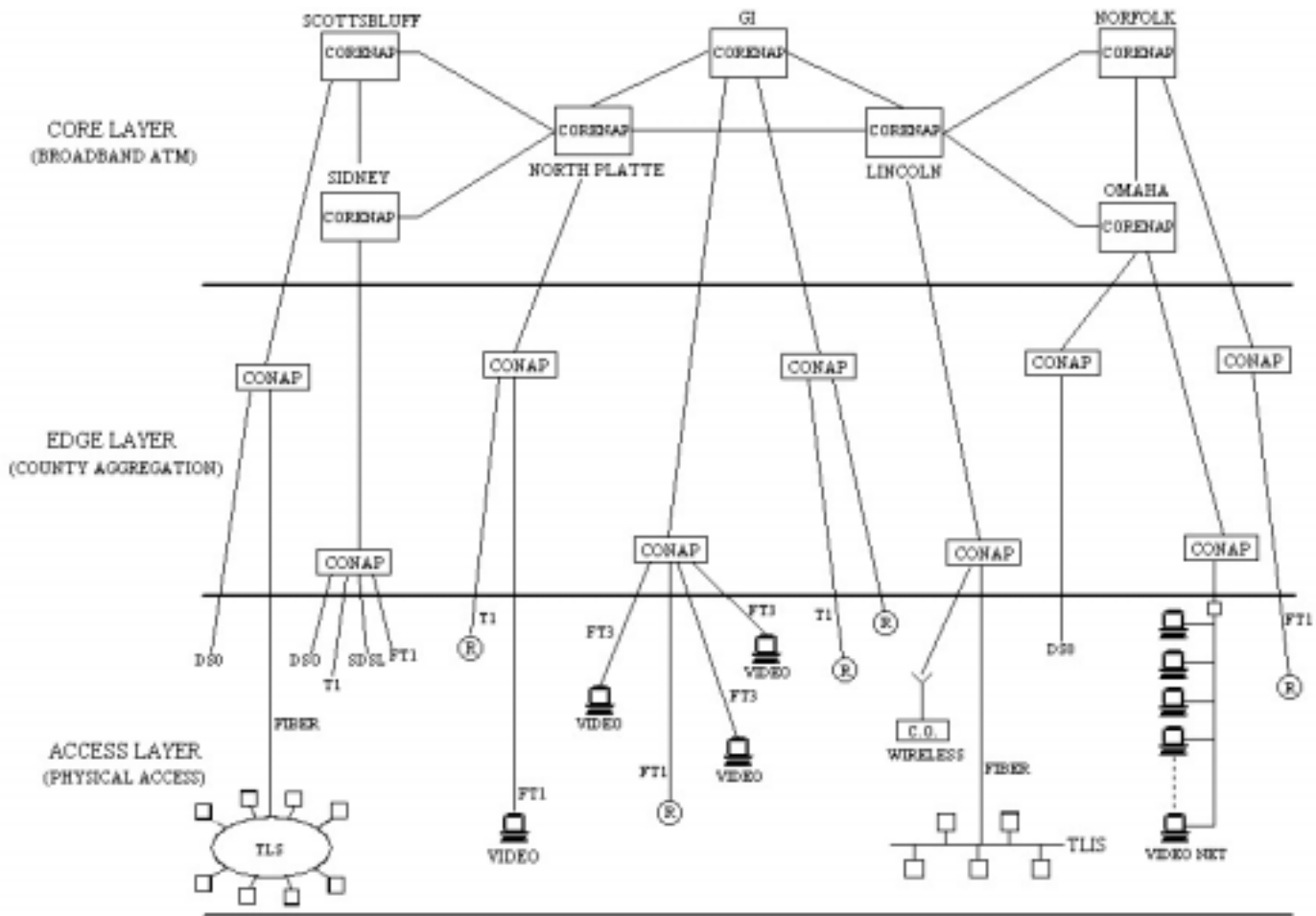
If the contractor is found to be in non-compliance with this provision of the RFP, they will forfeit the contract if awarded to them or be disqualified from the selection process.

#### **6.46 FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the next fiscal year are contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State may terminate this contract with respect to those payments for succeeding fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

## **ATTACHMENTS**

# ATTACHMENT 1

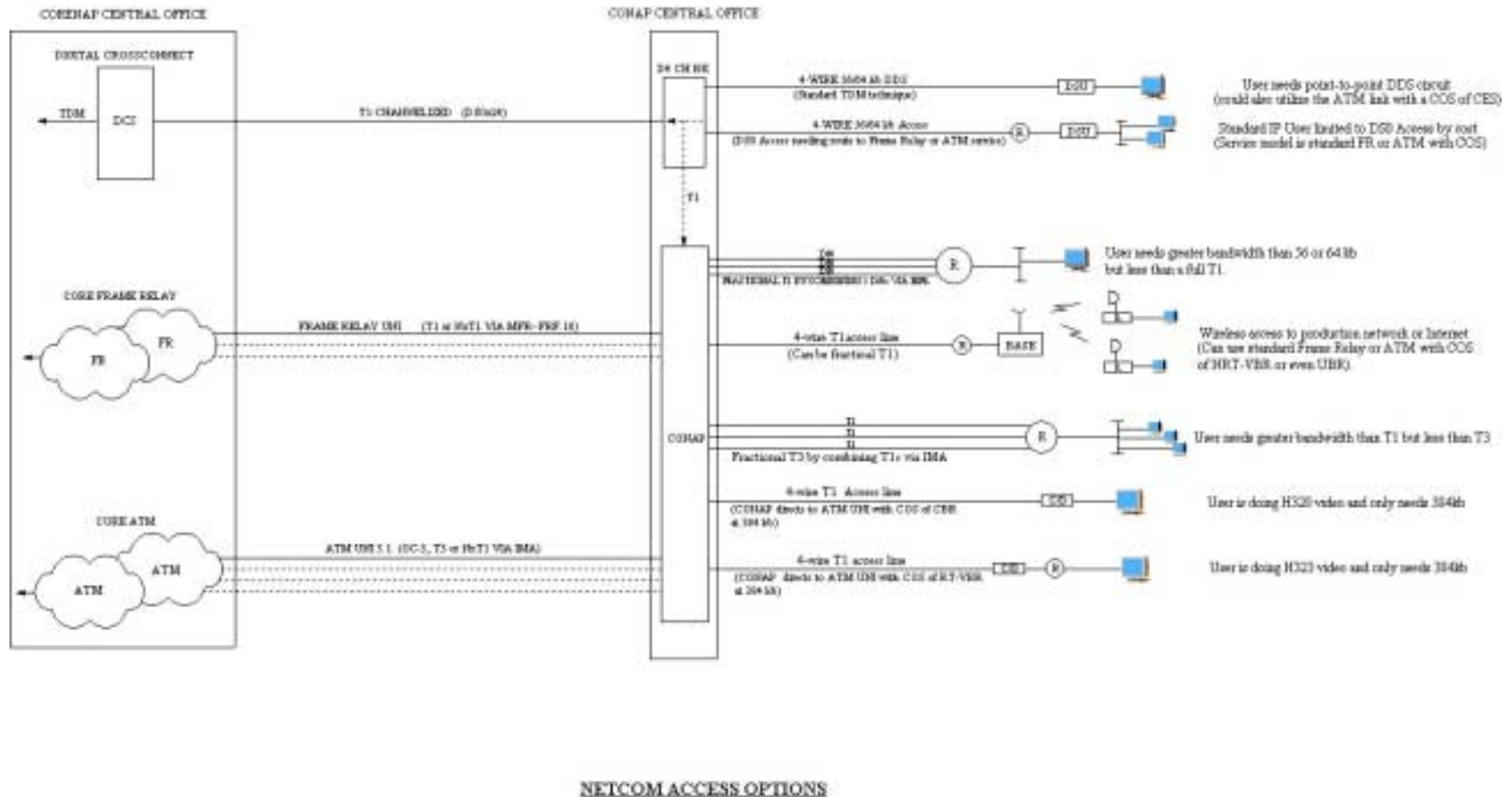


NETCOM NETWORK ARCHITECTURE

NOTES:  
 CORENAP = BROADBAND CORE NETWORK ACCESS POINT  
 CONAP = COUNTY NETWORK ACCESS POINT  
 TLS/TLIS = TRANSPARENT LAN SERVICE (METRO AREA LAN)  
 FT1/FT3 = FRACTIONAL T1 OR T3  
 DSO = 56 OR 64K DIGITAL DATA SERVICE  
 R = ROUTER

ATTACHMENT 1

## ATTACHMENT 2



ATTACHMENT 2

### ATTACHMENT 3

#### CoNAP LOCATIONS

COUNTY	CoNAP LOCATION	COUNTY	CoNAP LOCATION	COUNTY	CoNAP LOCATION
ADAMS	HASTINGS	FRONTIER	CURTIS	NUCKOLLS	NELSON
ANTELOPE	NELIGH	FURNAS	BEAVER CITY	OTOE	NEBRASKA CITY
ARTHUR	ARTHUR	GAGE	BEATRICE	PAWNEE	PAWNEE CITY
BANNER	HARRISBURG	GARDEN	OSHKOSH	PERKINS	GRANT
BLAINE	BREWSTER	GARFIELD	BURWELL	PHELPS	HOLDREGE
BOONE	ALBION	GOSPER	ELWOOD	PIERCE	PIERCE
BOX BUTTE	ALLIANCE	GRANT	HYANNIS	PLATTE	COLUMBUS
BOYD	BUTTE	GREELEY	GREELEY	POLK	OSCEOLA
BROWN	AINSWORTH	HAMILTON	AURORA	RED WILLOW	MC COOK
BUFFALO	KEARNEY	HARLAN	ALMA	RICHARDSON	FALLS CITY
BURT	TEKAMAH	HAYES	HAYES CENTER	ROCK	BASSETT
BUTLER	DAVID CITY	HITCHCOCK	TRENTON	SALINE	WILBER
CASS	PLATTSMOUTH	HOLT	O'NEILL	SARPY	PAPILLION
CEDAR	HARTINGTON	HOOKER	MULLEN	SAUNDERS	WAHOO
CHASE	IMPERIAL	HOWARD	ST. PAUL	SCOTTSBLUFF	SCOTTSBLUFF
CHERRY	VALENTINE	JEFFERSON	FAIRBURY	SEWARD	SEWARD
CLAY	CLAY CENTER	JOHNSON	TECUMSEH	SHERIDAN	RUSHVILLE
COLFAX	SCHUYLER	KEARNEY	MINDEN	SHERMAN	LOUP CITY
CUMING	WEST POINT	KEITH	OGALLALA	SIOUX	HARRISON
CUSTER	BROKEN BOW	KEYA PAHA	SPRINGVIEW	STANTON	STANTON
DAKOTA	DAKOTA CITY	KIMBALL	KIMBALL	THAYER	HEBRON
DAWES	CHADRON	KNOX	CENTER	THOMAS	THEDFORD
DAWSON	LEXINGTON	LOGAN	STAPLETON	THURSTON	PENDER
DEUEL	CHAPPELL	LOUP	TAYLOR	VALLEY	ORD
DIXON	PONCA	MCPHERSON	TRYON	WASHINGTON	BLAIR
DODGE	FREMONT	MERRICK	CENTRAL CITY	WAYNE	WAYNE
DUNDY	BENKELMAN	MORRILL	BRIDGEPORT	WEBSTER	RED CLOUD
FILLMORE	GENEVA	NANCE	FULLERTON	WHEELER	BARTLETT
FRANKLIN	FRANKLIN	NEMAHA	AUBURN	YORK	YORK
DUNDY	BENKELMAN	MORRILL	BRIDGEPORT	WEBSTER	RED CLOUD

# ATTACHMENT 4

## Participants Available Outside the Contract

TOWN	TYPE OF BUSINESS	SERVICE TYPE	UPGRADE-Y/N	SPEED	BPS	OTHER NEB	OUT OF NEB
GRAND ISLAND	ACCOUNTING	ISDN	YES, TO T-3	T-1	1,536,000	0	0
GRAND ISLAND	AGRICULTURE	FRAME RELAY	YES			0	0
GRAND ISLAND	EDUCATION	56K		56K	56,000	0	0
GRAND ISLAND	FIN/BANK	T-1		T-1	1,536,000	4	0
GRAND ISLAND	FIN/BANK	DSL				0	0
GRAND ISLAND	FIN/BANK	DIAL UP, ANALOG		56K	56,000	17	0
GRAND ISLAND	GOVERNMENT	FRAME RELAY				10	0
GRAND ISLAND	GOVERNMENT	FRAME RELAY		T-1	1,536,000	1	0
GRAND ISLAND	GOVERNMENT	DIAL UP	YES	56K	56,000	0	0
GRAND ISLAND	GOVERNMENT			56K, T-1	1,536,000	17	1
GRAND ISLAND	HEALTH CARE	T-1		T-1	1,536,000	20	0
GRAND ISLAND	HEALTH CARE	DIAL UP	YES			10	0
GRAND ISLAND	HEALTH CARE			T-1	1,536,000	10	0
GRAND ISLAND	HEALTH CARE	ISDN		56K	56,000	10	0
GRAND ISLAND	HEALTH CARE	ISDN		T-1	1,536,000	10	0
GRAND ISLAND	HEALTH CARE	DIAL UP	YES			10	0
GRAND ISLAND	HEALTH CARE			T-1	1,536,000	10	0
GRAND ISLAND	HEALTH CARE		YES	56K	56,000	0	0
GRAND ISLAND	INVESTMENT ADVIS	DIAL UP	YES	56K	56,000	8	6
GRAND ISLAND	MANUFACTURING	FRAME RELAY		56K	56,000	8	6
GRAND ISLAND	MANUFACTURING	FRAME RELAY		T-1	1,536,000	8	6
GRAND ISLAND	MANUFACTURING	56K		56K	56,000	0	0
GRAND ISLAND	MANUFACTURING	ANALOG		56K	56,000	0	0
GRAND ISLAND	RETAIL	56K	YES	56K	56,000	0	0
GRAND ISLAND	RETAIL	DIAL UP, ANALOG	YES	56K	56,000	0	0
GRAND ISLAND	RETAIL	56K		56K	56,000	0	0
GRAND ISLAND	RETAIL	56K		56K	56,000	3	0
GRAND ISLAND	RETAIL/MANUFACTURING	56K		56K	56,000	0	0
GRAND ISLAND	RETAIL/SERVICE	T-1		T-1	1,536,000	0	0
GRAND ISLAND	SERVICE	DIAL UP		56K	56,000	0	0
GRAND ISLAND	SERVICE	56K		56K	56,000	0	0
GRAND ISLAND	SERVICE	FRAME RELAY	YES			3	0
GRAND ISLAND	SERVICE	VSAT	YES			3	160
GRAND ISLAND	SERVICE	56K	YES	56K	56,000	0	0
GRAND ISLAND	SERVICE	DSL				0	0
GRAND ISLAND	UTILITY	T-1		T-1	1,536,000	3	30



TOWN	TYPE OF BUSINESS	SERVICE TYPE	UPGRADE-Y/N	SPEED	BPS	OTHER NEB	OUT OF NEB
GRAND ISLAND	WHOLESALE/DIST RIB	FRAME RELAY		56K	56,000	6	6
GRAND ISLAND	WHOLESALE/DIST RIB	FRAME RELAY		T-1	1,536,000	6	6
					<b>17,904,000</b>		